



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract **for** School Street and Spruce Street Wastewater Pipe Improvement Project to L. R. Gomez Construction, **of** Dixon **(\$63,130)**, and Appropriating Funds **(\$83,000)**

MEETING DATE: September 17, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the School Street and Spruce Street Wastewater Improvement project to L. R. Gomez Construction, of Dixon, in the amount of \$63,130 and appropriating funds in accordance with the recommendation shown below.

BACKGROUND INFORMATION: This project consists of trenching and installing approximately 535 linear feet of eight-inch wastewater pipe, abandoning the existing wastewater pipe, and other and incidental and related work, all as shown on the plans and specifications for the above project. The location of the project is shown on the attached Exhibit A.

The existing wastewater pipe in this section of School Street was video inspected in June 2008. The concrete pipe has extensive deterioration. The pipe joints have large offsets and the pipe wall has a severe corrosion problem. The corrosion problem is so severe that there are sections of the pipe missing.

Plans and specifications for this project were approved on August 6, 2008. The City received the following 11 bids for this project on August 27, 2008.

Bidder	Location	Base Bid
Engineer's Estimate		\$69,200.00
L.R. Gomez Construction	Dixon	\$63,130.00
A-I Construction	Castro Valley	\$73,330.00
RWB Construction	Winters	\$75,970.00
Preston Pipelines, Inc.	Milpitas	\$77,750.00
Carl Crutchfield	Stockton	\$78,873.00
AC General Engineering	Sacramento	\$82,390.00
Teichert Construction	Stockton	\$85,205.00
G&N Construction	Stockton	\$85,310.00
Knife River Construction	Stockton	\$85,330.00
BJK Construction	Dixon	\$120,501.00
Pfister Excavating, Inc.	Vallejo	\$143,525.00


APPROVED:


Blair King, City Manager

FISCAL IMPACT: This project will decrease the amount of maintenance required for this section of the wastewater pipe.

FUNDING AVAILABLE: The requested appropriation includes contingencies, contract administration and construction inspection.

Requested Appropriation (\$83,000): Wastewater Capital Outlay (171010)


Kirk Evans, Budget Manager


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

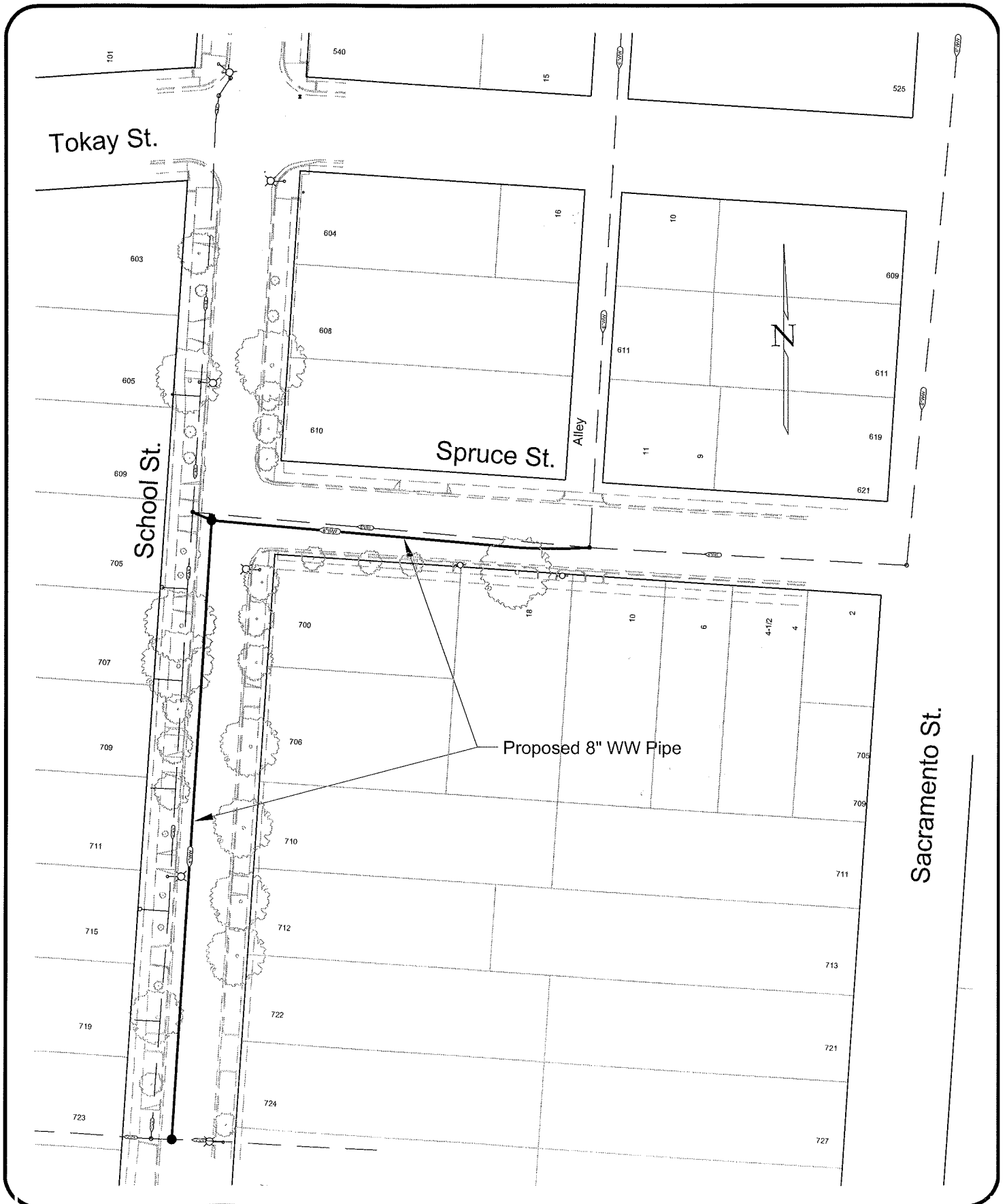
cc: City Attorney
Purchasing Officer
Water Services Manager
Senior Civil Engineer, Chang



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A School St & Spruce St Wastewater Pipe Improvements/



**SCHOOL STREET AND SPRUCE STREET
WASTEWATER PIPE IMPROVEMENTS**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and L. R. GOMEZ CONSTRUCTION, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work of trenching and installing approximately 535 linear feet of 8-inch wastewater pipes, abandoning the existing wastewater pipe, and other incidental and related work, all as shown on the plans and specifications for the above project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00
2.	Excavation Safety	LS	1	\$ 2,100.00	\$ 2,100.00
3.	Trench & Install 8-inch Wastewater Pipe	LF	535	\$ 50.00	\$26,750.00
4.	Install 4-inch Wastewater Service	EA	8	\$ 600.00	\$ 4,800.00
5.	Install 48-inch Wastewater Manhole	EA	2	\$ 4,000.00	\$ 8,000.00
6.	Manhole Rehabilitation	EA	2	\$ 4,440.00	\$ 8,880.00
7.	Abandon Wastewater Manhole	EA	1	\$ 5,000.00	\$ 5,000.00
8.	Abandon Existing Wastewater Pipe	LS	1	\$ 500.00	\$ 500.00
9.	Minor Concrete	SF	300	\$ 12.00	\$ 3,600.00
TOTAL					\$63,130.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured

against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 22 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2008-184

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR SCHOOL STREET
AND SPRUCE STREET WASTEWATER PIPE
IMPROVEMENT PROJECT AND FURTHER
APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 27, 2008, at 11:00 a.m. for the School Street and Spruce Street Wastewater Pipe Improvement project described in the specifications therefore approved by the City Council on August 6, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Bid</u>
L.R. Gomez Construction	\$ 63,130.00
A-1 Construction	\$ 73,330.00
RWB Construction	\$ 75,970.00
Preston Pipelines, Inc.	\$ 77,750.00
Carl Crutchfield	\$ 78,873.00
AC General Engineering	\$ 82,390.00
Teichert Construction	\$ 85,205.00
G & N Construction	\$ 85,310.00
Knife River Construction	\$ 85,330.00
BJK Construction	\$ 120,501.00
Pfister Excavating, Inc.	\$ 143,525.00

WHEREAS, staff recommends awarding the contract for the School Street and Spruce Street Wastewater Pipe Improvement project to the low bidder, L. R. Gomez Construction, of Dixon, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the School Street and Spruce Street Wastewater Pipe Improvement project to the low bidder, L. R. Gomez Construction, of Dixon, California, in the amount of \$63,130; and

BE IT FURTHER RESOLVED that funds in the amount of \$83,000 be appropriated from the Wastewater Capital Outlay fund for this project.

Dated: September 17, 2008

I hereby certify that Resolution No. 2008-184 was passed and adopted by the Lodi City Council in a regular meeting held September 17, 2008, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk